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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/755,488	01/05/2001	Roger P. Hoffman	P/2-87	5105
7590	11/22/2005		EXAMINER	
Philip M. Weiss, Esq. Weiss & Weiss Suite 251 300 Old Country Road Mineola, NY 11501			ROSEN, NICHOLAS D	
			ART UNIT	PAPER NUMBER
			3625	
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Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>
	09/755,488	HOFFMAN, ROGER P.
	<b>Examiner</b>	<b>Art Unit</b>
	Nicholas D. Rosen	3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### **Status**

- 1) Responsive to communication(s) filed on 13 September 2005.
- 2a) This action is **FINAL**.                                   2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### **Disposition of Claims**

- 4) Claim(s) 1-8,11 and 14-21 is/are pending in the application.
  - 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) Claim(s) \_\_\_\_\_ is/are allowed.
- 6) Claim(s) \_\_\_\_\_ is/are rejected.
- 7) Claim(s) 1-8,11 and 14-21 is/are objected to.
- 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### **Application Papers**

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on 20 March 2001 is/are: a) accepted or b) objected to by the Examiner.
 

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### **Priority under 35 U.S.C. § 119**

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
  - a) All    b) Some \* c) None of:
    1. Certified copies of the priority documents have been received.
    2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
    3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### **Attachment(s)**

- 1) Notice of References Cited (PTO-892)
- 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
 Paper No(s)/Mail Date \_\_\_\_\_.
- 4) Interview Summary (PTO-413)  
 Paper No(s)/Mail Date \_\_\_\_\_.
- 5) Notice of Informal Patent Application (PTO-152)
- 6) Other: \_\_\_\_\_.

## **DETAILED ACTION**

Claims 1-8, 11, and 14-21 have been examined.

### ***Claim Objections***

#### **Claims 1-7, 19, 20, and 21**

Claims 1-7, 19, 20, and 21 are objected to because of the following informalities:

In the seventh and eighth line of claim 1, “selecting suppliers by a buyer to whom to submit a request for quotation” is not entirely clear about to whom the request for quotation is to be submitted; it would be better to write, “selecting, by a buyer, suppliers to whom to submit a request for quotation”. Appropriate correction is required.

Claim 7 is objected to because of the following informalities: In the fourth line of claim 7, there should be commas after both occurrences of the word “product”. Appropriate correction is required.

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 4, 6, 20, and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz (“An Auction with the Buyer Completely in Charge”) in view of Trommer (“GEIS Launches TPNPost, A Net-Based Sourcing Solution”). As per claim 1,

Baatz discloses a method for a buyer to request a quotation, the method comprising: inputting or choosing attributes of a specific product into a database (second and third columns on page S58); inputting the quantity of product (ibid., and first column on S61); inputting delivery specifications (second column on page S58); selecting suppliers to whom to submit the request for quotation (third column on S58); and submitting said request for quotation to said suppliers (third column on S58). Baatz is not explicit about the database as such, but the disclosure of the retention and availability of information inherently requires a database of some sort, while the disclosed online interaction suggests an electronic database. Baatz does not disclose a buyer selecting suppliers to whom to submit a request for quotation, but this is well known, as taught by Trommer (paragraph beginning "The system enables buyers"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the buyer to select suppliers to whom to submit a request for quotation, for the obvious advantage of enabling the buyer to select any suppliers (at least, any suppliers from a list) whom the buyer considers suitable, while excluding any suppliers whom the buyer may consider unsuitable (e.g., because of previous bad experiences).

As per claim 4, Baatz discloses at least one of said suppliers providing responses to the buyer (third column on page S58).

As per claim 6, Baatz discloses that said request for quotation has an expiration mechanism ("time limit for bidding (as specified by the buyer)" in the third column of page S58).

As per claim 20, Baatz discloses rating quotes from the suppliers (note “three lowest bidders” in the third column on page S58, which implies rating which are lowest).

As per claim 21, Baatz discloses submitting quote from suppliers to a broker (Sorcify being a broker; third column on page S58).

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 1 above, and further in view of official notice. Baatz does not disclose that the quotation (or request for quotation) is submitted to the suppliers via a wireless method, but official notice is taken that it is well known for information to be transmitted via wireless methods (e.g., to and from cell phones, microwave transmission of Internet data, etc.). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant’s invention for the request for quotation to be submitted to the suppliers via a wireless method, for the obvious advantage of making the request for quotation readily available to suppliers in contact with a communications network at least in part via wireless means.

Claim 3 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 1 above, and further in view of Breen, Jr., et al. (U.S. Patent 6,598,027). Baatz does not disclose the supplier analyzing said quotation with a logistics database to provide freight quotes, but Breen teaches a database accessible to a supplier for providing freight quotes to suppliers and buyers (column 7, lines 19-64; column 10, lines 37-39). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant’s invention for the supplier to analyze said quotation with a logistics database to provide freight quotes, for the

obvious advantage of enabling the supplier to set appropriate bids including freight costs.

Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 4 above, and further in view of official notice. Claim 5 is held to be obvious for essentially the reasons set forth above regarding claim 2.

Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 1 above, and further in view of official notice. Baatz discloses comparing quotations from different suppliers (third column of page S58; first column of page S61), but does not expressly disclose that this is done with regard to the attributes of a specific product, the quantity of the product, and the delivery specifications. However, Baatz discloses introducing the three lowest bidders to the buyer, rather than simply selecting the lowest (page S58, column 3), implying that decisions may be made on the basis of factors other than price, and Baatz discloses an RFQ for a particular quantity of a specific product, to be delivered to different cities (page S61, first column), implying evaluating quotes on such criteria. Official notice is taken that it is well known to compare quotes from different suppliers on such bases as specific attributes, quantity, and delivery specifications. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to compare the quotation from at least one supplier to quotations from other suppliers with regard to these factors, for the obvious advantage of choosing the most suitable supplier for the buyer's wants.

Claim 19 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 1 above, and further in view of official notice. Baatz does not disclose copying agreed upon terms into a purchase order, but Baatz does teach carrying out a purchase after a supplier has submitted terms, and been accepted by the buyer (third column of S58; page S61); and official notice is taken that it is well known to copy information. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to copy agreed upon terms into a purchase order, for the obvious advantage of arranging and documenting a purchase according to agreed upon terms, without the trouble of rewriting the same information.

**Claims 8, 11, and 14-18**

Claims 8 and 15-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz ("An Auction with the Buyer Completely in Charge") in view of official notice. As per claim 8, Baatz discloses a system for a buyer to request a quotation, the system comprising: a request for quotation form (second column on page S58); and a means for delivering said request for quotation form to a seller (second and third columns on page S58). Baatz discloses storing quotations from sellers; and allowing the buyer to compare said quotations (second and third columns on page S58). Baatz is not explicit about the system comprising a database as such, but the disclosure of the retention and availability of information inherently requires at least one database of some sort. Baatz does not expressly disclose that said request for quotation form comprises a list of product specifications, but does disclose that, "The item as well as payment and

delivery terms must be specified precisely," and discloses "a form online with detailed questions for the buyer to answer about the RFQ." Official notice is taken that lists are well known for specifying pluralities of details. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the form to comprise such a list, for the obvious advantage of making the various specifications conveniently available to potential sellers.

As per claim 15, Baatz does not disclose a system for performing a credit check of a buyer (although Baatz does disclose asking for detailed information about buyers, first column of page S58), but official notice is taken that performing credit checks on buyers is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include such a system, for the obvious advantage of not selling valuable items to insolvent or untrustworthy purchasers.

As per claim 16, Baatz does not disclose a database of buyer credit profiles (although Baatz does disclose asking for detailed information about buyers, first column of page S58), but official notice is taken that maintaining such buyer credit profiles is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include a database of buyer credit profiles in the system, for the obvious advantage of judging the creditworthiness of buyers, and not selling valuable items to insolvent or untrustworthy purchasers.

As per claim 17, Baatz does not disclose a database comprising a listing of previous sales, but official notice is taken that it is well known to maintain records of

previous sales. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the system to comprise a database comprising a listing of previous sales, for such obvious advantages as checking sellers' records of delivering products as advertised and on schedule, and buyers' records of paying as promised.

As per claim 18, Baatz does not disclose a searchable database of buyer/seller quote history, but does disclose that buyers can watch the bidding process (third column on page S58), showing that a quote history is maintained to some degree; and official notice is taken that searchable databases are well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the system to include a searchable database of buyer/seller quote history, for such obvious advantages as resolving any disputes that may arise on bidding, and analyzing the operations of the system with a view toward improvements.

Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and official notice as applied to claim 8 above, and further in view of Breen, Jr., et al. (U.S. Patent 6,598,027). Claim 11 is essentially parallel to claim 3, and rejected on the same grounds set forth above in rejecting claim 3.

Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and official notice as applied to claim 8 above, and further in view of the article, "Robertson, Stephens Founder Sanford R. 'Sandy' Robertson Invests in LIMITrader Securities; Takes Stake in New York Firm Pioneering Electronic Bond Trading," hereinafter "Robertson". Baatz does not disclose that the system comprises a secured

chat room, but “Robertson” teaches a trading system including a secure chat room for the buyer and seller to negotiate in (paragraph beginning “LIMITrader.com’s online bond trading solution”). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant’s invention to include a secured chat room, for the stated advantage of facilitating negotiations between the buyer and the seller.

It is noted that claim 8 uses “means for” language. Nonetheless, it is not treated as invoking 35 U.S.C. 112, sixth paragraph. If Applicant wishes to invoke 35 U.S.C. 112, sixth paragraph, Applicant should provide an explicit statement to that effect. 35 U.S.C. 112, sixth paragraph states:

An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

### ***Response to Arguments***

Applicant's arguments filed September 13, 2005, have been fully considered but they are not persuasive, and are in some cases mooted by new grounds for rejection. Applicant argues, with regard to claim 1, as amended, that Baatz does not teach that the buyer selects which suppliers the buyer want to submit the RFQ to, which is true, and overcomes the earlier rejection of claim 1 under 102. However, Examiner has now rejected claim based on Baatz in view of Trommer, one of the prior art references which does teach the buyer selecting suppliers to whom an RFQ is to be submitted.

Regarding claim 20, Applicant argues that there are many factors which go into a rating, and the lowest bid is not a rating. Examiner replies that claim 20 nowhere specifies what factors, or how many factors, go into rating; therefore, rating quotations purely according to how low they are qualifies as rating them. Regarding various other claims, Applicant argues that Baatz does not disclose their features, and concludes that they are therefore not obvious. Examiner replies that this merely establishes that they are not anticipated by Baatz, but in no way proves that they are not obvious in view of Baatz in combination with other references, or well-known facts of which unchallenged official notice has been taken.

The common knowledge or well-known in the art statements in the previous office action are taken to be admitted prior art, because Applicant did not traverse Examiner's taking of official notice.

### ***Conclusion***

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Thackston (U.S. Patent 6,295,513) discloses a network-based system for the manufacture of parts, including a user selecting the suppliers to whom an RFQ is sent (see figure 26; column 48, line 44, through column 49, line 13; column 50, line 44, through column 51, line 48).

Greim ("TSDX Finds Waste on the Web") discloses, *inter alia*, companies filling out a request for quotation, and selecting vendors to bid. The anonymous article,

"Western Energy, Inc. Acquires 51% of GETBIDS.COM," discloses notifying sellers when a buyer has selected them to compete for a specific RFQ.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen, whose telephone number is 571-272-6762. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins, can be reached on 571-272-7159. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300. Non-official/draft communications can be faxed to the examiner at 571-273-6762.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

*Nicholas D. Rosen*  
NICHOLAS D. ROSEN  
PRIMARY EXAMINER

November 16, 2005